

### **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made as of September 19, 2016 (the "Effective Date") by and between [REDACTED] ("Officer") and [REDACTED] ("Employer").

**WHEREAS**, Employer and Officer desire to set forth the terms and conditions of Officer's employment with Employer under this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements in this Agreement, the parties agree as follows:

1. **Employment of Officer; Employer's Authority.** Employer agrees to employ Officer, and Officer accepts such employment in accordance with the terms of this Agreement. Officer agrees to comply with the Employer's reasonable rules and regulations as adopted by the Employer's Board of Directors regarding performance of his duties, and to carry out and perform those orders, directions and policies established by the Employer with respect to his engagement. Officer shall promptly notify the Employer's President of any objection he has to such officer's directives and the reasons for such objection.
2. **Position and Duties of Officer; Representations and Warranties.**
  - a) Officer will serve as Chief Strategy Officer and report directly to the Chief Executive Officer of Employer. Officer agrees to serve in such position or in such other positions of a similar status or level as Employer determines from time to time, and to perform the commensurate duties that Employer may assign from time to time to Officer, including the duties set out in Exhibit A hereto (the "Services"), until such time as Officer's employment with Employer is terminated pursuant to this Agreement.
  - b) Officer represent and warrant to the Employer that: (i) he is entering into this Agreement with the Employer and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject; (ii) he has the required skill, experience and qualifications to perform the Services, shall perform the services in a professional and workmanlike manner in accordance with best recognized industry standards for similar Services, and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and (iii) he shall perform the Services in compliance with all applicable federal, state and local laws and regulations.
3. **Time Devoted and Location of Officer.**
  - a) Subject to Section 3(c), Officer will devote his full business time and energy to the business affairs and interests of Employer. Officer agrees that he will perform the services contemplated by this Agreement in accordance with the reasonable policies established by the Employer and provided to Officer from time to time.
  - b) Officer's primary business office and normal place of work will be located in Piedmont, California.